

# EXHIBIT B



## Dispute Resolution Agreement

### 1. Introduction

The Document below is the Company's Dispute Resolution Agreement (the "Agreement"). It is an **arbitration agreement** under the Federal Arbitration Act. Under the terms set forth below, both you and the Company mutually agree and thus are required to resolve claims either may have against the other by Arbitration instead of in a court of law.

Your agreement to resolve claims under the Agreement is a condition of your employment. This means that by working at Securitas or continuing to work at Securitas you and Securitas agree that the Agreement will apply to all covered legal claims between you and the Company as specified below. The Agreement includes a class action waiver and private attorney general waiver (see Paragraphs 6 and 7 below) that when enforced would prohibit claims from being made in either court or in arbitration as class, collective or representative actions.

The Agreement does not otherwise affect your substantive rights under the law; it does, however, require that the parties resolve legal disputes in arbitration. Please read the Agreement carefully, and sign the acknowledgement at the bottom. The Agreement applies to your employment whether or not you sign the acknowledgement, which is intended simply to confirm that you have received and read your copy.

### 2. How This Agreement Applies

This Agreement is governed by the Federal Arbitration Act, 9 U.S.C. § 1 et seq., and evidences a transaction involving commerce. This Agreement applies to any dispute arising out of or related to Employee's employment with Securitas Security Services USA, Inc. or one of its affiliates, subsidiaries or parent companies ("Company") or termination of employment and survives after the employment relationship terminates. Nothing contained in this Agreement shall be construed

to prevent or excuse Employee from utilizing the Company's existing internal procedures for resolution of complaints, and this Agreement is not intended to be a substitute for using these procedures.

Except as it otherwise provides, this Agreement is intended to apply to the resolution of disputes that otherwise would be resolved in a court of law or before a forum other than arbitration. It requires all such disputes to be resolved only by an Arbitrator through final and binding arbitration and not by way of court or jury trial. Such disputes include, without limitation, disputes relating to the interpretation or application of this Agreement. It does not, however, include disputes over the enforceability, revocability, or validity of the Agreement, or any portion of the Agreement. Those latter questions will be decided in court.

Except as provided otherwise herein, the Agreement applies to all disputes regarding the employment relationship. This, includes, without limitation, to disputes concerning all of the following: wage-hour law (federal, state and local), trade secrets, unfair competition, compensation, breaks and rest periods, uniform maintenance, training, termination, or harassment and claims arising under the Uniform Trade Secrets Act, Civil Rights Act of 1964, Americans With Disabilities Act, Age Discrimination in Employment Act, Family Medical Leave Act, Fair Labor Standards Act, Employee Retirement Income Security Act (but not including claims for employee benefits under any benefit plan sponsored by the Company and covered by the Employee Retirement Income Security Act of 1974 or funded by insurance), Genetic Information Non-Discrimination Act, and state statutes, if any, addressing the same or similar subject matters, and all other state statutory and common law claims.

### **3. Limitations on How This Agreement Applies**

The Agreement does not apply to claims for workers compensation, state disability insurance, and unemployment insurance benefits. Such claims may be brought before an administrative agency but only to the extent applicable law permits access to such an agency notwithstanding the existence of an agreement

to arbitrate. Examples of these kinds of administrative claims include, without limitation: claims or charges brought before the Equal Employment Opportunity Commission ([www.eeoc.gov](http://www.eeoc.gov)), the U.S. Department of Labor ([www.dol.gov](http://www.dol.gov)), the National Labor Relations Board ([www.nlr.gov](http://www.nlr.gov)), or the Office of Federal Contract Compliance Programs ([www.dol.gov/esa/ofccp](http://www.dol.gov/esa/ofccp)). This Agreement does not prevent or excuse a party from bringing an administrative claim before any agency where the party is obliged to exhaust administrative remedies before making a claim in arbitration.

Disputes that may not be subject to pre-dispute arbitration agreement as provided by the Dodd-Frank Wall Street Reform and Consumer Protection Act (Public Law 111-203) are excluded from the coverage of this Agreement. This Agreement shall not be construed to require the arbitration of any claims against a contractor that may not be the subject of a mandatory arbitration agreement as provided by section 8116 of the Department of Defense ("DoD") Appropriations Act for Fiscal Year 2010 (Pub. L. 111-118), section 8102 of the Department of Defense ("DoD") Appropriations Act for Fiscal Year 2011 (Pub. L. 112-10, Division A), and their implementing regulations, or any successor DoD appropriations act addressing the arbitrability of claims.

#### **4. Selecting the Arbitrator**

The Arbitrator shall be selected by mutual agreement of the Company and the Employee. Unless the Employee and Company mutually agree otherwise, the Arbitrator shall be an attorney licensed to practice in the location where the arbitration proceeding will be conducted or a retired federal or state judicial officer who presided in the jurisdiction where the arbitration will be conducted. If for any reason the parties cannot agree to an Arbitrator, either party may apply to a court of competent jurisdiction with authority over the location where the arbitration will be conducted for appointment of a neutral Arbitrator. The court shall then appoint an Arbitrator, who shall act under this Agreement with the same force and effect as if the parties had selected the Arbitrator by mutual agreement. The location of the arbitration proceeding shall be no more than 45

miles from the place where the Employee last worked for the Company, unless each party to the arbitration agrees otherwise in writing.

## **5. Starting the Arbitration Process**

To demand arbitration either you or the Company must deliver a written demand by hand or first class mail to the other party within the applicable statute of limitations period. The demand for arbitration shall include identification of the parties, a statement of the legal and factual basis of the claim(s), and a specification of the remedy sought. Any demand for arbitration made to the Company shall be provided to the Company's Legal Department: Securitas USA, Legal Department, 4330 Park Terrace Drive, Westlake Village, CA, 91361. The Arbitrator shall resolve all disputes regarding the timeliness or propriety of the demand for arbitration.

## **6. How Arbitration is Conducted**

In arbitration, the parties will have the right to conduct adequate civil discovery, bring dispositive motions, and present witnesses and evidence as needed to present their cases and defenses, and any disputes in this regard shall be resolved by the Arbitrator

## **7. Class Action Waiver**

**There will be no right or authority under this Agreement for any dispute to be brought, heard or arbitrated as a class or collective action ("Class Action Waiver").** Notwithstanding any other clause contained in this Agreement, this Paragraph is not severable from this Agreement in any case in which the dispute to be arbitrated is brought as a class or collective action. Notwithstanding any other clause contained in this Agreement, any claim that all or part of the Class Action Waiver is unenforceable, unconscionable, void or voidable, may be determined only by a court of competent jurisdiction and not by an Arbitrator.

## **8. Private Attorney General Waiver**

**There will be no right or authority for any dispute to be brought, heard or arbitrated as a private attorney general action ("Private Attorney General**

**Waiver”)**. This Private Attorney General Waiver shall be severable from this Agreement in any case in which (1) the dispute is filed as a private attorney general action and (2) a civil court of competent jurisdiction finds this Private Attorney General Waiver is unenforceable. In such instances, the private attorney general action must be litigated in a civil court of competent jurisdiction.

**9. No Retaliation for Challenging the Class Action Waiver or Private Attorney General Waiver**

No Employee will be retaliated against, disciplined or threatened with discipline as a result of his or her exercising his or her rights under Section 7 of the National Labor Relations Act by the filing of or participation in a class, collective or representative action in any forum as may be permitted by law. However, the Company reserves the right to lawfully seek enforcement of this Agreement and the Class Action Waiver and Private Attorney General Waiver under the Federal Arbitration Act and seek dismissal of such class, collective or representative actions or claims.

**10. Paying for the Arbitration**

Each party will pay the fees for his, her or its own attorneys, subject to any remedies to which that party may later be entitled under applicable law. However, in all cases where required by law, the Company will pay the Arbitrator's and arbitration fees. If under applicable law the Company is not required to pay all of the Arbitrator's and/or arbitration fees, such fee(s) will be apportioned between the parties in accordance with said applicable law, and any disputes in that regard will be resolved by the Arbitrator.

**11. The Arbitration Hearing and Award**

The parties will arbitrate their dispute before the Arbitrator, who shall confer with the parties regarding the conduct of the hearing and resolve any disputes the parties may have in that regard. Within 30 days of the close of the arbitration hearing, any party will have the right to prepare, serve on the other party and file with the Arbitrator a brief. The Arbitrator may award any party any remedy to which that party is entitled under applicable law, but such remedies shall be

limited to those that would be available to a party in his or her individual capacity in a court of law for the claims presented to and decided by the Arbitrator, and no remedies that otherwise would be available to an individual in a court of law will be forfeited by virtue of this Agreement. The Arbitrator will issue a decision or award in writing, stating the essential findings of fact and conclusions of law. Except as may be permitted or required by law, as determined by the Arbitrator, neither a party nor an Arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of all parties. A court of competent jurisdiction shall have the authority to enter a judgment upon the award made pursuant to the arbitration. The Arbitrator shall not have the power to commit errors of law or legal reasoning, and where allowed by applicable law of the jurisdiction in which the arbitration is held the award may be vacated or corrected on appeal to a court of competent jurisdiction for any such error.

## **12. No Retaliation for Exercising Rights Under this Agreement**

It is against Company policy for any Employee to be subject to retaliation if he or she exercises his or her right to assert claims under this Agreement. If any Employee believes that he or she has been retaliated against by anyone at the Company, the Employee should immediately report this to the Human Resources Department.

## **13. Enforcement of the Agreement**

This Agreement is the full and complete agreement relating to the formal resolution of employment related disputes. In the event any portion of this Agreement is deemed unenforceable, the remainder of this Agreement will be enforceable. If the Class Action Waiver or Private Attorney General Waiver is deemed to be unenforceable, the Company and Employee agree that this Agreement is otherwise silent as to any party's ability to bring a class, collective or representative action in arbitration.